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NATIONAL RECOVERY ADMINISTRATION

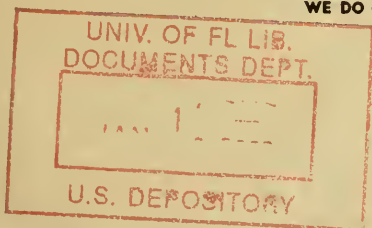
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PROPOSED CODE OF FAIR COMPETITION

FOR THE

**COAL DOCK INDUSTRY**

AS SUBMITTED ON AUGUST 25, 1933



The Code for the Coal Dock Industry  
in its present form merely reflects the proposal of the above-mentioned  
industry, and *none of the provisions contained therein are*  
*to be regarded as having received the approval of*  
*the National Recovery Administration*  
*as applying to this industry*

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UNITED STATES  
GOVERNMENT PRINTING OFFICE  
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## **CODE OF FAIR COMPETITION FOR COAL DOCK OPERATORS UPON LAKE SUPERIOR AND LAKE MICHIGAN IN THE STATES OF MINNESOTA AND WISCONSIN AND THE UPPER PENINSULA OF MICHIGAN**

The undersigned operators of coal docks upon Lake Superior and Lake Michigan in the States of Minnesota, Wisconsin, and the Upper Peninsula of Michigan, being in number more than ninety-five per cent of such operators, and handling more than ninety per cent of all coal handled over docks on Lake Superior and Lake Michigan in the States of Minnesota, Wisconsin, and the Upper Peninsula of Michigan during the past four years, do hereby adopt and declare the following Code of Fair Competition, pursuant to Title I of the National Industrial Recovery Act and because of it and the published declarations of officers of government following it and to the observance of each of the provisions of this Code the undersigned do respectively pledge themselves and agree with each other to comply therewith and they respectfully solicit the approval of the President of the United States to this Code:

### **I—DEFINITIONS**

A. The term "dock operator" shall mean a person or corporation on whose account coal intended for sale to others is received in and removed from vessels to docks on Lake Superior and Lake Michigan in Minnesota, Wisconsin, and the upper peninsula of Michigan ports. Whenever in this Code the word "coal" is used, it shall be taken to mean solid fuel handled over the docks from vessels.

B. A quantity consumer is a person who in the immediate past has purchased his coal at wholesale from the dock operators, and such other persons as the committee selected pursuant to Section V hereof may, subject to the approval of the President, define by general definition as properly belonging to the class of persons entitled to purchase coal at wholesale prices from the docks.

C. A retail dealer is one who (except in towns where coal docks are located) has storage yards and facilities for weighing coal, and who in any town continuously carries a stock of coal and continuously all year conducts a regular retail coal business. A retail dealer in towns where docks are located is one who may or may not carry a stock of coal on hand but draws all or part of his supplies from a dock or a track yard retail dealer as needed and who continuously maintains a regular office, served by a business telephone and who continuously, all year, conducts a regular retail coal business; provided that nothing in this section I-C or in Section VIII-A contained shall prevent any person meeting the qualifications of a retail dealer as herein set forth entering into and engaging in the retail coal business.

### **II**

Nothing in this Code shall be taken to regulate or refer to the conduct of a regularly established retail business of a dock operator.

### III—WAGES AND HOURS OF LABOR

Forty (40) hours' work per week, averaged monthly, shall be the maximum weekly work for labor upon the coal docks above mentioned except in cases of accidents or emergencies and except where longer hours in a week are necessary in order to discharge cargo from waiting vessels or to provide for the necessities of dependent communities in extreme weather. The minimum rate of wage per hour for labor employed upon the coal docks shall be forty cents (40¢). Overtime shall be paid for at the rate of time and one third on the basis of an 8-hour day.

No person under the age of 16 shall be employed on a coal dock.

### IV—CONDITIONS OF EMPLOYMENT

“(a) Every code of fair competition, agreement, and license approved, prescribed, or issued under this title shall contain the following conditions: (1) That employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (2) that no employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing; and (3) that employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment, approved or prescribed by the President.”

### V—ADMINISTRATION AND PRICES

The dock operators shall by a majority of the industry in tonnage and in number select a committee of six, three members from Lake Superior and three members from Lake Michigan, who, subject to the approval of the President, shall from time to time fix the minimum prices at which the coal shall be sold. Such prices shall be the cost of the coal and its handling and sale, plus a reasonable profit thereon, including a reasonable return upon the investment of the operators in the docks and in the coal, except that in special cases and for the sole purpose of meeting the competition of other forms of energy or of coal from other sources, the Committee may, subject to the approval of the President, fix a lower price. Majority of tonnage is to be computed upon the average tonnage shipped by each operator from its dock or docks in the past four calendar years.

A single form of sale contract is prescribed by the Committee hereby provided for, subject to the approval of the President, shall be used by the coal dock operators to cover all contracts (except public contracts) for the sale of coal to be delivered at dates more than thirty days subsequent to the date of contract.

The Committee in this section provided for may appoint district committees to deal with purely local matters and make recommendations to the Committee for its approval.



Subject to the provisions of the Executive Order of July 15, 1933, complaints of violation of this Code may be made by any person to the Committee hereby established.

Any member of the Committee may appoint a proxy in his place.

#### VI—OVEREXPANSION

Where existing facilities for the distribution of dock coal are adequate to the needs of the territory served by the docks, no additional docks shall be established and no additional contracts for handling coal over the docks for resale will be made except pursuant to resolution of the Committee established pursuant to section V hereof. Provided that each refusal of the Committee to permit such additional docks or contracts shall be subject to the approval of the President. And further provided that dock operators may at all times in the interests of efficiency and economy handle coal for other dock companies now engaged in the dock business.

Nothing in this section shall operate to restrict a dock operator in securing its bona fide coal supply.

#### VII—ENFORCEMENT

Dock operators operating under this Code shall furnish the Committee established by section V such information and reports as to the handling and sale of coal as in the judgment of such Committee is deemed necessary and expedient to enforce the provisions of this Code. Such Committee or its representatives shall have the right to inspect the sales contracts (including sales contracts entered into prior to the effective date of this Code), books, records, and correspondence of the dock operators subscribing hereto, insofar as such contracts, books, records, and correspondence have to do with matters relevant to this Code. Provided, however, that all reports and information furnished by dock operators to or obtained from their contracts, books, records, or correspondence by such Committee or its representatives shall not be divulged to any other dock operator nor to any other person, except as it may be necessary to divulge such information to enforce the observance of the provisions of this Code or with a bona fide purpose to enforce such observance, or except as the dock operator in question shall consent to such publication.

#### VIII—TRADE PRACTICES

Any of the following acts are violations of this Code:

A. The sale of coal by dock operators other than to quantity consumers or retail dealers or other dock operators or otherwise than directly to them.

B. Terms of sale shall be strictly adhered to and the payment or allowance (in the event of changes in the price of coal or otherwise) of rebates, refunds, credits, concessions, or unearned discounts, whether in the form of money or otherwise, upon coal or other goods, or extending to certain purchasers any services or privileges not extended to all purchasers under like terms and conditions.

C. The predating or postdating of any invoices or contract for the purchase or sale of coal except to conform to a bona fide agreement for the purchase or sale entered into on the predate.

D. The intentional misrepresentation of analyses or sizes, or the intentional making, causing or permitting to be made, or publishing of any false, untrue, misleading, or deceptive statement, by way of advertisement, invoice, or otherwise, concerning the size, quantity, character, nature, preparation, or origin of any coal bought or sold.

E. Any attempt to purchase business, or obtain information concerning a competitor's business by gifts or bribes.

F. The making of, or causing or permitting to be made, any false or deceptive statements, either written or oral, of or concerning the business policy of a competitor, his product, selling price, or financial, business or personal standing.

G. The unauthorized use, either in written or oral forms, of trade marks, trade names, slogans, or advertising matter already adopted by a competitor or deceptive approximations thereof.

H. Inducing or attempting to induce, by any means or device whatsoever, the breach of contract between a competitor and his customer.

I. The prepayment of freight charges with the intent or with the effect of granting discriminatory credit allowances.

J. The sale of coal to a purchaser whose account with any dock operator has been past due for more than forty-five days, except for cash, except as permitted by action of the Committee selected pursuant to Section V hereof.

K. The giving in any form of adjustments, allowances, discounts, credits, or refunds to purchasers or sellers of coal for the purpose or with the effect of altering retroactively a price previously agreed upon in such a manner as to create price discrimination.

L. The sale or offering for sale of coal of a certain kind or size at a price appropriate for such coal with the secret understanding that coal of other quality, size, or preparation, listed at or generally commanding a higher price, will be delivered, or delivery of coal inferior to that agreed to be delivered upon a sale.

M. Delivery of coal by trucks from docks at less than published price plus the cost of delivery as defined by the Committee selected pursuant to Section V hereof.

## IX—ADMISSIONS

Dock operators other than the signers hereof may join in agreement to this Code upon application of such dock operators to the Committee, and upon advising the National Recovery Administration thereof. Those who agree to this Code accept their share of the cost and responsibility as well as the benefit of such participation. No initiation or entrance fee shall be charged, but there shall be levies by the Committee selected pursuant to Section V hereof upon the following basis:

Two (2) mills per ton of coal shipped from the docks by each operator during the preceding calendar year, such levies to be from time to time adjusted by the industry to meet the cost of administering this Code.

Other or unusual assessments, if any be made, shall be levied on the same basis, provided that a majority of the industry approve the amount of such assessments. A list of the names and addresses of all persons subscribing to this Code, and so far as ascertainable of

all dock operators as above defined, shall be kept on file, open to inspection, at the Committee.

Nothing in this Code is designed to promote a monopoly or to eliminate or oppress small operators.

#### X—MODIFICATION

This Code and all the provisions thereof are expressly made subject to the right of the President, in accordance with the provision of Clause 10 (b) of the National Industrial Recovery Act, from time to time to cancel or modify any order, approval, license, rule, or regulation, issued under Title I of said Act, and specifically to the right of the President to cancel or modify his approval of this Code or any conditions imposed by him upon his approval thereof.

#### XI. TERMINATION AND AMENDMENT

This Code shall remain in effect until the expiration of the National Industrial Recovery Act; but after three months from the approval hereof by the President, the subscribers to this Code may withdraw from it, by action of the majority of the industry. A meeting of all the dock operators will be called at any time by the Committee upon ten days' notice and at a convenient place upon the written request of not less than five dock operators, for the purpose of revising, amending, or supplementing this Code; and any revisions, amendments, or supplements adopted at any such meeting by a majority in number and in tonnage of those present at the meeting shall, subject to the approval of the President of the United States, become a part of this Code.

#### XII. ADJUSTMENTS

The subscribers to this Code endorse the following statement of the President of the United States:

"Increased costs resulting from this Government-inspired movement may make it very hard for some manufacturers and jobbers to fulfill some of their present contracts without loss. It will be a part of this wide industrial cooperation for those having the benefit of these forward bargains (contracted before the law was passed) to take the initiative in revising them to absorb some share of the increase in their suppliers' costs thus raised in the public interest"—and therefore the Committee established pursuant to section V hereof is constituted an agency to assist in effecting the adjustments referred to in the foregoing statement.

#### XIII—COMMITTEE

The Committee established pursuant to section V hereof and unanimously elected by the subscribers to this Code at their general meeting consisting of the following persons:

- Joseph W. Simpson, President, Milwaukee-Western Fuel Company, Milwaukee, Wisconsin;
- William A. Reiss, President, C. Reiss Coal Company, Sheboygan, Wisconsin;
- E. P. Smith, President, Central West Coal Company, Menominee, Michigan;



E. N. Saunders, Jr., President, Northwestern Fuel Company,  
St. Paul, Minnesota;  
E. S. Kendrick, President, Inland Coal & Dock Company,  
Minneapolis, Minnesota;  
F. O. Brandt, Vice President, Northern Coal & Dock Com-  
pany, St. Paul, Minnesota;  
may be addressed at 602 Endicott Building, St. Paul, Minnesota, or  
individually at the above addresses.

